

CONTRACT

Contract No. 509

Title II-B _____ Title II-D _____ Title VI X

WHEREAS, EASTERN OREGON COMMUNITY DEVELOPMENT COUNCIL-MANPOWER PROGRAMS, hereinafter referred to as PROGRAM OPERATOR, and City of Elgin, hereinafter referred to as the EMPLOYER, have agreed that it is in the mutual interest of both parties to enter into a Contract for program services under the COMPREHENSIVE EMPLOYMENT AND TRAINING ACT OF 1973, hereinafter referred to as CETA.

The EMPLOYER shall comply with the CETA policy guidelines, rules, regulations, and supplements attached hereto and set forth by the Secretary of Labor. Any changes made by the Federal Government in the policy guidelines and the rules and regulations after the signing of this Contract will automatically become part of this Contract.

WHEREAS, the time of performance of this Contract shall be as specified on Attachment A and;

WHEREAS, the total cost of this Contract shall be as specified on Attachment A, (hereinafter called the BUDGET) to be reimbursed monthly to the EMPLOYER within 15 days after the receipt of appropriate vouchers for the position of Utility Worker as authorized by the District Manpower Planning Council and covered by this Contract.

This contract subject to funds being made available to Eastern Oregon Community Development Council-Manpower Programs by Eastern Oregon Manpower Consortium, the Sub-Grantee for CETA funds from Employment Division, State of Oregon.

PROGRAM OPERATOR:

Eastern OREGON Community Development Council
1007 Fourth Street, La Grande, Oregon 97850
963-8691

Signature

Program Director

Title

Date

10-15-79

EMPLOYER:

Name: City of Elgin

Address: P.O. Box 128, Elgin, OR

Signature

City Recorder

Title

Date

4-16-80

SECTION A
GENERAL PROVISIONS

1. Other Contracts Superseded and Terminated

- A. In signing this contract, the EMPLOYER and the PROGRAM OPERATOR agree that this contract number 509 shall supersede and replace all other contracts previously applicable to this (these) position(s).

2. Scope of Work

The EMPLOYER shall provide public service employment/on-the-job-training (hereinafter referred to as "PSE/OJT") in accordance with the terms and conditions of this contract. PSE/OJT shall be provided for the position(s) listed in the BUDGET, of this contract.

3. Allowable Costs

This general provision sets forth the only costs that shall be allowable under this contract, except as otherwise provided in the Contract Addendum.

- A. The costs must be incurred within the period of performance specified in the BUDGET for each position, and in conformance with the terms of this contract.
- B. Overtime - No overtime is authorized or allowed.
- C. Retirement - Retirement benefits are not an allowable CETA expense. CETA employees, however, must be given the same benefits as all other, similarly employed persons. Expenses for retirement benefits will be paid by the EMPLOYER.
- D. PSE Only - The actual, accrued cost of wages and fringe benefits for the position(s) listed in the BUDGET, are allowable, provided:
- a. Monthly wage and fringe benefit costs do not exceed the "Total Monthly Cost" per position by more than \$20, as presented in the BUDGET.
 - b. The cumulative accrued wage and fringe benefit costs do not exceed the "Contract Amount" by more than \$160, as presented in the BUDGET.
- E. OJT Only - The only allowable costs for OJT's are as specified in the BUDGET

4. Payment

Reimbursement for allowable accrued costs shall be made monthly upon submission by the EMPLOYER of the completed appropriate voucher.

5. Maintenance of Effort

- A. PSE/OJT funded under this contract shall only be in addition to employment which would otherwise be financed by the EMPLOYER without assistance under this contract.

5. Maintenance of Effort (cont.)

B. PSE/OJT provided under this contract:

- 1) Shall result in an increase in employment opportunities over those which would otherwise be available with the EMPLOYER.
- 2) Shall not result in the displacement or partial displacement of the EMPLOYER'S currently employed workers. Partial displacement includes but is not limited to the following: a reduction in hours of non-overtime work, overtime work, wages or employment benefits;
- 3) Shall not impair existing contracts for service or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed; and
- 4) Shall not substitute CETA jobs for existing Federally assisted jobs.

6. Selection and Hiring of PSE/OJT Employees

- A. All Employees hired under this Contract must meet eligibility criteria established by the Act. The EMPLOYER will use the hiring procedure described in Attachment B to this Contract. NO Employee is to begin working until eligibility is established and verified by the PROGRAM OPERATOR. Employer's will be held liable for any funds spent in employing an employee not verified as eligible by the PROGRAM OPERATOR.
- B. All persons employed under this Contract shall be residents of the county where the position is located at the time of application and at the time of selection to the CETA position.
- C. Special consideration in hiring shall be given to:
 - 1) Viet Nam Veterans or other veterans
 - 2) Cash Public Assistance Recipient
 - 3) Long Term Unemployed
 - 4) Handicapped or Older Workers
- D. The EMPLOYER shall maintain the following information regarding each applicant, including applicants not hired:
 - 1) All job applications if required, must be retained in a file for a period of three years and be available to the PROGRAM OPERATOR or Officials of the State or Federal CETA program;
 - 2) A brief statement of why an applicant was not selected must be written on the applications of those persons not selected for the positions.

6. Selection and Hiring of PSE/OJT Employees (cont.)

3. The following information should be kept in each CETA participant's file:

- | | |
|-------------------------------------|----------------------------|
| a. Application | f. Contract |
| b. W-4 | g. Contract Correspondence |
| c. Health Insurance Forms | h. Training Plan |
| d. Job Description | i. Time Sheets |
| e. Classification & Fringe Benefits | j. Reimbursement Vouchers |
| | k. Reviews |

7. Evaluation

- A. The EMPLOYER shall make available program records and documents as may be needed by the PROGRAM OPERATOR for purposes of evaluating performance of programs funded pursuant to this contract.
- B. Cooperation and assistance shall be provided by the EMPLOYER for any appraisal efforts initiated by the PROGRAM OPERATOR to the extent that it does not constitute a burden or hardship upon the EMPLOYER'S ability to fulfill provisions of this Contract.
- C. Nothing in this General Provision number 7 may be construed to limit the PROGRAM OPERATOR'S rights under the General Provision number 15.
- D. The PROGRAM OPERATOR may, by a written unilateral modification of the contract, reduce the maximum amount of the contract.

8. CETA Participants Considered Employees

The CETA position(s) listed in the BUDGET of this contract shall be employees of the EMPLOYER, with the same rights and fringe benefits as other employees.

9. Publicity

It is important, when there is publicity about your position/project, to note that it was made possible by funding from the CETA Programs.

In all brochures, fliers, programs, news releases, etc., the following statement should appear: "This position/project has been made possible by funding from the CETA Programs, operated by Eastern Oregon Community Development Council Manpower Programs."

10. Limitations on Projects in Religious Institutions

No CETA participants placed at a work station which is a component of a sectarian or religious institution will be employed in the construction, maintenance, care or operation of so much of any portion of such facility used, or to be used, for sectarian instruction or as a place of religious worship or in any secretarial, clerical, maintenance, or tutorial assignments involving to any extent, sectarian activities or duties. Additionally, no participants placed in any capacity at any work station will be employed in any position or activity which will release or free any other person for the performance or rendering of such duties.

11. Reallocation of Funds (PSE Only)

- A. The EMPLOYER shall have thirty (30) days from the date listed under "Beginning Date" in the BUDGET, to fill each position, if the position is vacant and has been authorized for refilling. If the EMPLOYER fails to fill the position within the above thirty day period, that position may not be filled without further review by the Contractor.
- B. The EMPLOYER agrees that the following conditions may make it impossible for the EMPLOYER to expend all funds contained in the BUDGET:
- 1) the budgeted position is filled some time after the BUDGET "start date";
 - 2) the budgeted position's funds cannot be expended, due to time which PSE participants have spent in non-pay status;
 - 3) the budgeted position is vacant between the termination of a PSE participant and the hiring of a new PSE participant to fill the vacated position;
 - 4) termination of the position under the general provision entitled "TERMINATION OF THE CONTRACT" #20.

In the event that any position falls vacant at any time within the period of this Contract, the position may not be refilled without authorization from the PROGRAM OPERATOR. Authorization to refill will be based on the EMPLOYER'S transitioning record and the participant's reasons for leaving.

12. Order of Precedence

- A. The EMPLOYER warrants that activities conducted under this contract will comply with U.S. Department of Labor regulations issued to implement Title II and Title VI of the Comprehensive Employment and Training Act of 1973.

12. Order of Precedence (cont.)

- B. Where there are conflicts between the general provisions and special provisions of this Contract, the special provisions shall govern.

13. Placement of CETA Participants in Permanent or Unsubsidized Employment

The EMPLOYER shall, to the extent possible, assist the PROGRAM OPERATOR in maintaining a placement goal of 50% for all participants. Preference, where possible, will be given a CETA employee in filling a position within the organization for which he/she is qualified, providing that such preference does not violate existing Collective Bargaining Agreements.

14. Non-Discrimination, Equal Opportunity, and Affirmative Action

- A. In all hiring or employment made possible by or resulting from this contract, there will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin, creed, age, political affiliation, or handicap.
- B. No resident of the United States shall, on the grounds of race, color, religion, sex, national origin, creed, age, political affiliation, or handicap, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by, or resulting from, this contract. The EMPLOYER, and any party with which it enters into formal agreements, will comply with all requirements imposed by the pursuant to the regulations of Title VI of the Civil Rights Act of 1964.
- C. The EMPLOYER shall comply with Executive Order No. 11245 entitled "Equal Employment Opportunity", as supplemented by the Department of Labor Regulations (41CFR, Part 60).

15. Accounting Records, Audit and Evaluation

- A. The EMPLOYER shall maintain adequate accounting records which show the source and application of contract funds separate from the source and application of non-contract funds, as well as the on-hand balance of cash disbursed to the EMPLOYER under the contract.
- B. All costs shall be supported by properly executed payrolls, time records, and invoices. Such records shall be maintained by the EMPLOYER for a period of not less than three years after receipt of the final payment under this contract.

15. Accounting Records, Audit and Evaluation (cont.)

C. The PROGRAM OPERATOR, the Oregon State Employment Division, and the U.S. Department of Labor shall have the right to review the EMPLOYER'S accounting records, procedures and controls to determine the adequacy of those records, procedures and controls. If the PROGRAM OPERATOR determines that the EMPLOYER is deficient in any of the above noted areas, the contract may be terminated under the general provision entitled "TERMINATION OF THE CONTRACT." In addition, the PROGRAM OPERATOR shall have the right to make transcripts or copies of all the records noted in this general provision.

16. Political Activities Prohibited

No activity under this contract may involve political activities, and neither the program nor the funds provided therefore shall be in any way, or to any extent, engaged in the conduct of political activities.

17. Minimum Wage

No participant, enrollee, or person employed under this contract shall receive less than the federal minimum wage as authorized by the Fair Labor Standards Act and its amendments of 1974.

18. Worksite Standards and Safety

- A. The EMPLOYER agrees that no participant under 18 years of age will receive service or training or be employed in an occupation declared to be particularly hazardous to such persons as declared by the Secretary of Labor or any appropriate state regulations.
- B. The EMPLOYER will ascertain and assure that safe and healthful working conditions exist at all work sites.

19. Subgrants or Delegation Prohibited

No portion of the work called for in this contract may be delegated or subcontracted, unless specifically negotiated with PROGRAM OPERATOR.

20. Termination of the Contract

- A. The PROGRAM OPERATOR by written notice, may terminate the contract with or without cause. The written notice of termination shall state the effective date of termination, which date shall be not less than 30 days after receipt of the notice by the EMPLOYER. If the contract is terminated for cause; the EMPLOYER shall have 30 days (after receipt of the notice) in which to remedy the unsatisfactory conditions, and termination will become effective on the date stated in the notice if the unsatisfactory condition is not corrected to the satisfaction of the PROGRAM OPERATOR.
- B. The EMPLOYER must give written notice to the CETA participant when that participant is not performing to the satisfaction of the EMPLOYER. This written notice should specify what the employee should do to correct the situation within specified time limits.
- C. The EMPLOYER, by written notice, may terminate the contract. The effective date of the termination shall be not less than 30 days after receipt by the PROGRAM OPERATOR of the written notice.
- D. In the event of termination, the EMPLOYER will be paid to the date of cancellation in accordance with the general provision entitled "PAYMENT."
- E. Upon notice of effective termination, the EMPLOYER, will immediately discontinue further obligations and commitments, close out all activities, and refund all unexpended monies obligated by and received from the PROGRAM OPERATOR pursuant to this contract immediately upon notice of such termination.
- F. (OJT Only) - This contract may be terminated at any time by mutual agreement of the PROGRAM OPERATOR and EMPLOYER.

21. Covenant Against Contingent Fees

The EMPLOYER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission percentage, brokerage or contingent fee. For breach or violation of this warranty, the PROGRAM OPERATOR shall have the right to annul this contract without liability.

22. Hold Harmless

- A. The EMPLOYER agrees that its performance under said contract is at its own sole risk and the EMPLOYER shall indemnify and defend the PROGRAM OPERATOR against and hold it harmless from, any and all liability for damages, costs, losses, and expenses resulting from arising out of, or in any way connected with this agreement or from the EMPLOYER'S performance or failure to perform hereunder.

22. Hold Harmless (cont.)

- B. Neither the EMPLOYER nor CETA participants under this contract are an agent or employee of the PROGRAM OPERATOR.
- C. CETA participants will follow the personnel policies and procedures of the EMPLOYER to the extent that they do not conflict with the CETA Act.

23. Authorized Representative(s) of the EMPLOYER

The individual(s) authorized to represent the EMPLOYER are as shown below.
As future changes in these names, positions, or responsibilities must be made in writing by the EMPLOYER.

<u>Responsibility</u>	<u>Name or Position</u>	<u>Telephone Number</u>
Signing contract modifications	Betty Hulse	437-2253
Signing CETA Reimbursement Voucher/Time Sheet	Betty Hulse	437-2253
Other contract administration duties		

24. Authorized Representative of the PROGRAM OPERATOR

The individual authorized to represent the PROGRAM OPERATOR is shown below.

Gaylene Garlitz, Job Development Specialist
963-3186

25. CETA Participant Direct Supervisor

Tom Spikes		437-2253
<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>

ATTACHMENT A VI PSE
BUDGET WE

Contract Number 509

Beginning Date: 10/15/79

Participant Name (W.E. Only) _____

Termination Date: 09/30/80

Position Utility Worker

Planned Expense

EXPENSE	MONTHLY TOTAL \$	NO. OF MONTHS	TOTAL \$
WAGE	650	11½	7,475
FRINGE TOTAL	109	11½	1,254
SAIF	(45)		
FICA	(40)		
Health Ins.	(24)		
Life Ins.	(-)		
TRAVEL			
EQUIPMENT			
UNIFORMS			
TOTAL	759	11½	8,729

CONTRACT AMOUNT

Concurrence of Collective Bargaining Unit

The Worksite/Employer certifies that the occupation of the participant employed in this position is _____, is not _____ covered by collective bargaining agreements, and that there has _____, has not _____ been concurrence by the appropriate bargaining representative as to the CEIA position and the rate of pay associated therewith. Attach written authorization from appropriate bargaining representative.

ATTACHMENT B

Please follow these steps in hiring a CETA II or VI Participant:

Procedure - PSE

- 1) (Refill) Notify the PROGRAM OPERATOR of the opening. Be prepared to provide the following information: the position title, the person leaving if a refill, salary level, and the preferred interview date.
- 2) (New Position) The PROGRAM OPERATOR will register the position with the local employment office. The PROGRAM OPERATOR will determine which Eligibility Criteria will be used in selecting an applicant, and will refer applicants to the EMPLOYER.
- 3) The EMPLOYER will select the applicant for the position using the accepted process of the organization.
- 4) The EMPLOYER will notify the PROGRAM OPERATOR of the selection.
- 5) The CETA staff will work with the EMPLOYER in completing the necessary paper work.

NOTE: An individual CANNOT BE HIRED until the PROGRAM OPERATOR completes a Verification of Eligibility and Step 5.

Procedure - OJT, W.E.

- 1) Notify the PROGRAM OPERATOR of the opening. Please provide the following information: the position title, job description, salary level and preferred interview date.
- 2) The PROGRAM OPERATOR will determine applicant eligibility and will refer applicants to the EMPLOYER.
- 3) The EMPLOYER will select the applicant for the position using the accepted process of the organization.
- 4) The EMPLOYER will notify the PROGRAM OPERATOR of the selection.
- 5) The CETA staff will work with the EMPLOYER in completing the necessary paper work.

NOTE: An individual CANNOT BE HIRED until the PROGRAM OPERATOR completes a Verification of Eligibility and Step 5.